



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolutions Authorizing City Manager to Execute Professional Services Agreement with HDR, Inc., of Folsom, for Preparation of Preliminary Design and Environmental Impact Report for Surface Water Treatment Facility (\$857,924) and Execute Second Amendment to 2003 Agreement for Purchase of Water from Woodbridge Irrigation District (WID) by City of Lodi Permitting City to Sell a Portion of Its Banked Water and Appropriating Funds (\$987,000)

MEETING DATE: March 18, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolutions authorizing the City Manager to execute a professional services agreement with HDR, Inc., of Folsom, for the preparation of preliminary design and environmental impact report for the Surface Water Treatment Facility and execute the Second Amendment to the 2003 Agreement for Purchase of Water from Woodbridge Irrigation District (WID) by the City of Lodi permitting the City to sell a portion of its banked water and appropriating funds in the amount of \$987,000 as shown below.

BACKGROUND INFORMATION: On April 4, 2007, the City Council gave approval for HDR, Inc., of Folsom, to prepare the Surface Water Treatment Facility Conceptual Design and Feasibility Evaluation.

That work was completed and presented to the City Council on July 1, 2008 at a regular meeting. This contract approval with HDR, Inc., authorizes the next step of preparing the preliminary plans and the environmental impact report (EIR) with the objective to qualify the project for funding through the American Recovery and Reinvestment Act (ARRA), the federal stimulus program. Funding for the preliminary design and EIR would ultimately come from the sale of previously purchased, but unused, WID water permitted in the proposed second amendment to the 2003 agreement, although a loan from the Water Capital Fund would be needed to cover the short-term costs. If the WID water cannot be sold, the funding to repay the Water Capital Fund loan would come from future bonded debt issued to finance the Surface Water Treatment Facility project.

The scope of services, fee and schedule for the HDR agreement is provided in Exhibit A. An accelerated preliminary design/EIR process is proposed in order to meet ARRA schedule requirements for the EIR to be completed within 12 months. The structure of the HDR contract will allow construction of the plant to occur under a design/build format or a conventional design/bid/build format. The construction format decision would be made by City Council at a future date when the funding sources for the project are known. As a note, the design/build format is not permitted under the ARRA funding program.

Funding for the HDR contract and staff support costs could ultimately come from the sale of banked water under the 2003 Agreement for Purchase of Water from Woodbridge Irrigation District by the

APPROVED:

A handwritten signature in blue ink, appearing to read "Blair King".

Blair King, City Manager

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City of Lodi (Agreement). For the City to sell WID water to another entity, it requires approval of the WID Board. A Second Amendment to the Agreement has been prepared by WID and City staff and is attached as Exhibit B. City Council will recall the First Amendment to the Agreement provided a four-year extension to the life of the Agreement and its banking provision. The principal provisions of the Second Amendment are:

1. City will have the option to sell up to 18,000 acre-feet of water banked in the initial three years of the Agreement with a sale limit of 6,000 acre-feet per year
2. City will receive WID Board approval each year a sale occurs
3. City will reimburse WID for costs associated with completing the transfer and sale of the WID water
4. Proceeds from the sale must be used for planning, design, construction and associated costs for the water treatment facility


The minimum sale price for the water will be the City cost (\$200 per acre-foot) plus additional costs associated with the sale, transfer and administration of the transaction. With the statewide drought declared by the Governor, we anticipate numerous agencies will be looking for water purchase opportunities. Staff will be working directly with these agencies as they are identified and through the California Drought Water Bank.

The firm of HDR, Inc., of Folsom, has again teamed with West Yost & Associates, of Davis. Both firms are highly qualified in the design of surface water treatment facilities. The contract fee of \$857,924 is within the range expected by Public Works staff. A total appropriation of \$987,000 is requested. The total appropriation accounts for staff time required to administer the project and contingencies to cover unexpected charges during the preliminary design/EIR phase.

FISCAL IMPACT: Sale of 6,000 acre-feet at a minimum price of \$200 per acre-foot will off-set design costs of \$987,000.

FUNDING AVAILABLE: Requested Appropriation: Water Utility Capital Fund (Infrastructure Replacement) (181) \$987,000


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

AGREEMENT FOR CONSULTING SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and HDR, INC. (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the conceptual design services required in accordance with attached scope of services, Exhibit A.

CITY wishes to enter into an agreement with CONSULTANT for PRELIMINARY DESIGN SERVICES AND ENVIRONMENTAL IMPACT REPORT FOR SURFACE WATER TREATMENT FACILITY project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on the schedule included in Exhibit A.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall conform to and shall not exceed the provisions of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs shall be approved in writing by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4

MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

Section 4.3 No Personal Liability

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

- (e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA, 95241.

Section 4.7 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
F. Wally Sandelin, Public Works Director
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: HDR Engineering, Inc.
Timothy R. Fleming, Senior Vice President
2365 Iron Point Road, Suite 300
Folsom, CA 95630

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from

services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the Purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:


By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

Dated: _____

HDR, Inc.

By  _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: _____

Its: _____

EXHIBIT A SCOPE OF WORK

City of Lodi Surface Water Treatment Facility and Transmission Project - Preparation CEQA and 30% Design-Bid-Build Documents

The tasks described below are for the production of contract document complete to the 30 percent level of design and the associated environmental documents required for construction. The 30 percent design will be completed to a level of detail congruent with a conventional design-bid-build project.

TASK 1 – PROJECT MANAGEMENT AND QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Subtask 1.1 - Project Management

This subtask includes the management activities required to ensure the project is completed on time and within budget, and addresses the City's goals. A project management work plan will be developed to serve as a communication tool for the City, HDR staff, and subconsultants. HDR will prepare invoices and decision log updates on a monthly basis. Other activities include coordinating with the subconsultants, scheduling staff, coordinating the quality assurance effort, and preparation of invoices and contract amendments.

***Deliverables:** Project management work plan, monthly invoices, and decision log updates.*

Subtask 1.2 - QA/QC Program

HDR will institute and maintain a QA/QC program for the work performed on this project. To ensure objectivity, senior technical staff not specifically involved in the project will assist with the internal QA/QC upon completion of all deliverables before they are submitted.

***Deliverables:** To be incorporated into the design documents.*

TASK 2 – 30 PERCENT DESIGN

Subtask 2.1 - Kick-off Meeting and Yucaipa Water Treatment Plant Site Visit

HDR will meet with the City to introduce the project team, discuss project goals and objectives, and establish lines of communications. The meeting will focus on recommendations made in the *Conceptual Design and Feasibility Evaluation* report, developing floor and site plans, identifying outstanding issues, and discussing potential solutions. A site visit and tour of the Yucaipa Water Treatment Plant will also be conducted to assist in the decision-making process. Additionally,

HDR will solicit preferences, concerns, and ideas from the City regarding the design of their facilities.

Deliverables: *Meeting agenda and minutes.*

Subtask 2.2 - Topographic Site Survey

HDR's surveying subconsultant will prepare a survey and base map for the water treatment plant, raw water pump station, and pipeline routes, which will include:

- Establishing a primary horizontal and vertical survey control network that covers the entire project area. Horizontal control will be based on the North American Datum of 1983 (NAD83) and converted to the California Coordinate System of 1983, Zone 3 as referenced by available National Geodetic Survey (NGS) and/or City survey control monuments. Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88), the National Geodetic Vertical Datum of 1929 (NGVD 29), or the City Vertical Datum.
- Furnishing aerial photogrammetry to develop the topographic surveys, which will include aerial control panels at locations and frequency adequate for 1" = 40' scale mapping, with 1' contour intervals showing all visible surface features, contours, and spot elevations within the mapping limits. Providing an ortho-corrected and rectified digital black and white photo background within the mapping limits and a high altitude digital color image.
- Providing ground surveys to collect critical design elements (i.e., existing utilities) necessary for the completion of the project.
- Researching and mapping of existing utilities, including the City's, USA subscribers, and utilities posted in the vicinity of the project. Utility information should be provided in a drawing file tied into the project horizontal control and referenced to the project base mapping. It is assumed that the City will provide as-built documentation of City-owned facilities.
- Furnishing boundary base map showing the existing conditions boundary and right-of-way lines and adjoining parcels with owners of record and available assessor's numbers. This should include preparation of a Record of Survey tied into the project horizontal control system showing all survey monuments found.

Deliverables: *Base maps suitable ~~for~~ design and Record of Survey ~~for~~ Sites.*

Subtask 2.3 - Geotechnical Investigation

HDR's geotechnical subconsultant will update the geotechnical investigation for the water treatment plant site and conduct geotechnical investigations of the raw water pumping station and pipeline routes. This subtask will include the following:

Geotechnical Field Exploration

Youngdahl Consulting Group, Inc., will explore subsurface conditions along each of the pipeline segments by advancing a series of borings along the new planned pipeline alignments. It is assumed that six to eight borings will be required along the raw water line, and five to six borings will be required along the proposed transmission pipeline alignment. Additional borings at the water treatment plant are not expected to be needed since their previous exploration was conducted in this area. It is assumed that pipeline depths exploration depths on the order of 15 feet below existing grades will be adequate to characterize soil and groundwater conditions within the planned pipeline excavation areas. An experienced geologist or engineer will continuously observe the borings, log the subsurface conditions, collect representative soil samples, and transport all samples to our laboratory for further visual examination and testing.

Before drilling, the local utility locating service (USA) will mark any underground utilities at each exploration location. Additional assistance might be needed to identify underground utilities. Upon arrival at the site, equipment and crew will be given ready access to the work locations. Youngdahl will obtain necessary encroachment permits and drilling permits prior to site exploration. All borings will be backfilled with a lean concrete slurry and cutting containerized and off-hauled. They will exercise due care while working at the site, but it should be realized that some surface disturbance is unavoidable and that complete restoration of any disturbed areas is not included in our scope of work.

Geotechnical Laboratory Testing

A series of geotechnical laboratory tests will be conducted on selected soil samples obtained from the geotechnical field explorations to evaluate the engineering and index properties of the site subsurface materials. These tests will likely include moisture content and dry-density determinations, Atterberg limit determinations, sieve analysis, modified compaction and direct shear tests, pH, and resistivity as deemed necessary and appropriate. Additionally, a resistance (R-value) value test will be performed for pavement design purposes.

Samples are stored for about 30 days after submittal of our report and then discard them, unless prior arrangements are made for longer-term storage.

Geotechnical Review and Report Preparation

To supplement our field exploration and laboratory testing programs, Youngdahl will review various sources of geotechnical information concerning the project site. Such sources will likely include geologic maps, seismologic literature, and other published documents. Any available soil logs and laboratory test results associated with previous subsurface explorations performed on or near the site will also be reviewed. Field exploration data, laboratory testing data, and research findings will be evaluated to develop conclusions and recommendations concerning the geotechnical aspects of the project.

After analyzing the site conditions, a preliminary geotechnical engineering study will be prepared for the project. The report will include the following specific items:

- Site plan showing approximate exploration locations on a base map.
- Descriptive logs of subsurface explorations.
- Description of surface, soil, groundwater, and seismic conditions.
- Conclusions regarding on-site liquefaction potential.
- Conclusions regarding corrosivity.
- Recommended seismic design parameters.
- Recommendations for site preparation.
- Recommendations concerning utility trench excavations, including temporary slope angles.
- Recommendations concerning trench backfill.
- Design criteria for thrust blocks, including allowable bearing pressures.
- Recommendations concerning temporary and permanent drainage systems.
- Recommended asphaltic pavement sections.
- Recommendations for construction monitoring.
- Explanation of report limitations.
- Recommendations for further geotechnical study, if necessary.

Following preparation of the geotechnical report, the construction documents will be reviewed to assure the plans and specifications incorporated the intent of our recommendations.

Subtask 2.4 - Corrosion Engineering

HDR's corrosion subconsultant will review the findings of the geotechnical investigation, conduct additional sampling and testing as needed, and develop details and specifications for corrosion protection systems for the pipelines and storage tank. The following items are included in this subtask:

Pipeline Alignment Soil Corrosivity Evaluation

- Perform a chemical analysis of the soil samples collected by Youngdahl. The soil samples will be collected from pipe depth and transferred to an analytical laboratory for chemical analysis. The soil samples will be analyzed for pH, chlorides, sulfates, resistivity, and Redox potential using ASTM test methods as detailed in the table below. These soil samples will be tested by a state certified testing laboratory, **CERCO Analytical, Inc. (DOHS Certification No. 2153)** located in Pleasanton, California. The preparation of the soil samples for chemical analysis will be in accordance with the applicable specifications.

Soil Chemical Analysis Test Methods

Chemical Analysis	ASTM Method
Chlorides	D4327
pH	D4972
Resistivity	G57
Sulfate	D4327
Redox Potential	D1498

- Evaluate the results of the chemical analysis and determine the corrosivity of the soils along the alignments to the proposed materials of construction (i.e., ductile iron, dielectric coated steel, mortar coated steel pipelines, concrete cylinder pipe, and metallic fittings and valves on PVC/HDPE Piping, etc.).
- Conduct in-situ soil resistivities at a 500- to 1,000-foot interval along the pipeline alignments using the Wenner 4-pin technique. In-situ resistivities will be measured at 2.5', 5', 7.5', 10' and 15' depths using a suitable Resistivity Meter. Barnes layer calculations will be performed to determine the corrosivity of the different soil layers to the proposed materials of construction.
- Review the plans and specifications prepared by **HDR** for construction details and proposed materials of construction and determine the corrosivity of the proposed alignments to these materials.
- Review the proposed pipeline alignments for potential stray current problems. If these pipelines parallel or cross gas and water pipelines as well as overhead high voltage transmission lines, then these areas represent potential stray current problems. Therefore, it will be prudent to combine the stray current mitigation and corrosion prevention design for the new pipelines as warranted.
- Contact other foreign utility owners, such as PG&E, that present potential stray current problems and discuss design measures to mitigate interference between the new water pipelines and these existing utilities as warranted as well.
- Prepare a technical memorandum listing the findings from the alignment corrosivity evaluation and provide recommendations for long-term corrosion control measures for the new raw water and transmission pipelines along with estimated costs associated with these measures.

Water Treatment Plant Corrosivity Assessment

- Review the soil sample chemical analysis from geotechnical consultant. The soil samples were analyzed for pH, chlorides, sulfates, resistivity, and Redox potential
- Conduct in-situ soil resistivities at selected locations throughout the water treatment facility using the Wenner 4-pin technique. In-situ resistivities will be measured at 2.5', 5', 7.5', 10' and 15' depths using a suitable Resistivity Meter. Barnes layer calculations will be

performed to determine the corrosivity of the different soil layers to the proposed pipeline materials.

- Review the plans and profiles for the new facility prepared by **HDR** for construction details and proposed pipeline materials and determine the suitability of the proposed materials based on the collected field and laboratory data.
- Prepare a technical memorandum, which will provide a summary of the field data collected along with the chemical analysis of the soil samples and an analysis of this data. The potential for corrosion on the new process pipelines will be determined based on the analysis and recommendations for the long-term prevention of corrosion will be included for all pipe material options. All fieldwork and recommendations will be in compliance with applicable *NACE* and *local district standards*. The technical memorandum will also contain the design criteria for the proposed corrosion prevention system.
- Develop cost estimates to determine the most economical means of providing long term corrosion control to the subject underground process pipelines.

Subtask 2.5 - 30 Percent Design

A preliminary design report has been replaced with a substantial 30 percent submittal that includes aspects of the preliminary design report. This submittal will include new TMs and select TMs from the *Conceptual Design and Feasibility Evaluation* report, updated for specific design criteria and including specifications and drawings sufficient to convey the design intent.

2.5.1 - Design TMs:

The TMs will include:

- Resign assumptions.
- Specific process recommendations.
- Applicable design criteria for buildings, tanks, pumps, filters, and other key components.
- Hydraulic calculations.
- 30 percent cost estimate.

The following table presents a preliminary listing of TMs priced in the scope of work that will be included in the preliminary design.

Listing of Preliminary Design TMs	
No	Title
TM 1	Executive Summary and Cost Estimate
TM 2	Water Quality and Regulatory Considerations
TM 3	Raw Water Pump Station and Pipeline

Listing of Preliminary Design TMs	
No	Title
TM 4	Pretreatment and Membrane Systems
TM 5	Chemical Systems and Disinfection
TM 6	Residuals Handling
TM 7	Site Plan
TM 8	Plant Hydraulics
TM 9	Blending/Corrosion/Distribution System
TM 10	Finished Water Storage and Pump Station
TM 11	Finished Water Transmission Main
TM 12	Well Modifications
TM 13	Building Architecture
TM 14	Plumbing, Plant Water, and HVAC
TM 15	Electrical Systems
TM 16	Instrumentation and Control (SCADA)
TM 17	Security Considerations
TM 18	Environmental Compliance and Permitting
TM 19	Project Implementation and Construction Sequencing
TM 20	Surface Water Treatment Facility Operations and Staffing Plan

Deliverables: Five bound copies of the 30 percent design report for review and comment by City staff.

2.5.2 - 30 Percent Drawings and Specifications:

The 30 percent drawings will include:

- Raw water pipeline preliminary plan and profile.
- Process flow schematic(s).
- Hydraulic profile for the facility.
- Site plan complete with utility connections, location of piping, tanks, pumps, and other appurtenant facilities.
- Floor plans and elevations of raw water pumping station, operations building, and chemical building.
- Well modifications site plans showing piping, utilities, and other appurtenant facilities.

- Process and instrumentation diagrams (P&IDs) for water treatment plant and well modifications.
- Treated water transmission pipeline preliminary plans and profiles.
- An electrical utility plan showing the service connection.
- Electrical single-line drawings.
- Engineer's opinion of construction cost.

Specifications will include filters, piping, valves, and major equipment.

Deliverables: Five sets of half-size (11" x 17") 30 percent drawings, and five sets of 30 percent specifications.

Subtask 2.6 - 30 Percent Design Workshop

A one-day workshop will be conducted after the City reviews the 30 percent design submittal. A log of review comments will be maintained to ensure all design comments are incorporated.

Deliverables: Meeting agenda and minutes, action items, and review comments log.

TASK 3 - ENVIRONMENTAL DOCUMENTATION AND PERMITTING

Subtask 3.1 - Progress Meetings and Public Hearings

This subtask includes up to six meetings with City staff and attendance at two public hearings. If the need arises for additional meetings or the project schedule is extended beyond what is originally anticipated due to changes in the project, HDR will only undertake additional services upon receipt of authorization from the City.

Deliverables: Meeting agenda and minutes.

Subtask 3.2 - Existing Information Review

The HDR environmental team will collect and review available studies and previous environmental documents for the area (including local land use plans), previously-prepared project-specific supporting documentation (such as, but not limited to, any supporting environmental documentation), the general plans, and general plan environmental impact report (EIRs).

A field study will be conducted to analyze site-specific issues and environmental baseline conditions. HDR will review existing information for the project site and determine the level of additional technical studies needed for the environmental analysis.

Deliverables: List of available information and field study notes.

Subtask 3.3 - Notice of Preparation (NOP)

HDR will prepare a draft NOP for review and approval by City staff. Revisions will be made based on City comments, and a final NOP will be submitted to the City for circulation to interested parties and the State Clearinghouse.

Deliverables: NOP (10 copies and one CD with electronic files).

Subtask 3.4 - Public Scoping Meeting

The HDR environmental project manager will attend one public scoping meeting for the project. HDR will present pertinent environmental information and answer CEQA-related questions. Information obtained at the scoping meeting will be considered in the preparation of the EIR.

Deliverables: Meeting agenda and minutes.

Subtask 3.5 - Technical Studies

Biological Resources

It is anticipated that, given the project's location and nature, as well as permit requirements, that HDR team biologists will prepare a natural biological study that documents existing conditions, provides habitat levels mapping, and identifies any special status species that could be affected by the project. This technical study will be incorporated into the appropriate environmental analysis section of the EIR, as well as support future permit applications.

Cultural Resources

As part of the Feasibility Evaluation for the Project, the HDR team archaeologists obtained a search of the sacred lands file and a list of contacts among local-area Indians from the Native American Heritage Commission. As part of this project, consultation letters will be sent to the individuals and organizations listed by the Commission.

HDR team archaeologists will survey in detail the approximately 7-acre surface water treatment facility area (5-meter transects) due to the nearby location of the recorded archaeological site CA-SJo-36 and Woodbridge Cemetery. Any cultural resources identified will be mapped on a 7.5-minute topographic quadrangle and project design drawings. Identified resources will also be recorded on Department of Parks and Recreation 523 forms. No excavation or significance evaluations of identified resources will be conducted. This technical study will be incorporated into the appropriate environmental analysis section of the EIR, as well as support future permit applications.

Noise

The HDR team noise specialist will conduct a field study that describe the existing noise environment on the basis of short-term noise measurements (typically 5 to 10 minutes) at representative receptors adjacent to the Project site and along the two pipeline routes. The field study will also include 48-hour noise measurements at three locations in the project area to estimate the existing CNEL and/or Ldn noise levels in the project area.

Deliverables: Technical memorandum for each technical area (five copies and one CD with electronic files).

Subtask 3.6 - Administrative Draft EIR

HDR will prepare the Administrative Draft EIR based on the comments received on the NOP and scoping process, technical information gathered during Subtask 3.2, and technical reports prepared for the project. Upon completion of the review of supporting documentation and field study, HDR will prepare the following components to be included in the Administrative Draft EIR:

- **Project Description:** The HDR project team will prepare a project description section based on information to be provided by the project engineer and City staff, based primarily on the Surface Water Treatment Facility *Conceptual Design and Feasibility Evaluation* (HDR, July 2008). The portion of the project description regarding project objectives and project history will also be based on information obtained from previous documents and in cooperation with City staff. Project elements will include raw water pipeline, pump station, water treatment plant, park improvements, and treated water transmission pipeline. The project description will include a discussion of park improvements.
- **Setting:** HDR will collect data and prepare setting sections for inclusion in the Administrative Draft EIR. It is anticipated that the setting sections will rely on information contained in previous studies, field work, and other published reports, and supplemented by information obtained during site visits and during interviews with City staff.
- **Significance Criteria:** HDR will draft proposed significance criteria for each EIR topic for review and comment with City staff, as part of the preparation of the Administrative Draft EIR. This will result in consistent and appropriate application of impact thresholds and mitigation requirements for all EIR topic areas.
- **Impacts and Mitigation Measures:** This section of the Administrative Draft EIR will present an objective evaluation of the impacts of the proposed project. In addition, the regulatory context and measures to mitigate adverse impacts will be identified.
- **Alternatives:** HDR will include analysis of the alternatives discussed in the *Conceptual Design and Feasibility Evaluation* in the Administrative Draft EIR. It is anticipated that these alternatives would include a No Project Alternative and the four alternatives discussed in the *Conceptual Design and Feasibility Evaluation*, and will incorporate specific mitigation measures or changes to the project that would reduce level of impacts.

The Administrative Draft EIR will include a discussion of the environmental impacts associated with each alternative, and compare the impacts with those identified for the proposed project. In addition, a summary matrix that presents and contrasts the environmental effects of each alternative, as compared to the proposed project, will be prepared.

- **Statutory Sections:** The Administrative Draft EIR also will include statutory sections required by CEQA. Of importance for these sections is the analysis on growth inducement associated with the proposed project and the cumulative impact analysis. The City's intent to increase capacity will be viewed in the context of local general plans and the potential to be viewed as growth-inducing. It is also anticipated that the cumulative impacts of additional discharge of effluent will be a critical issue.

Deliverables: 10 copies and one unbound "cameraready" version of an Administrative Draft EIR for City staff review.

Subtask 3.7 - Draft EIR

Upon receipt of the City's comments on the Administrative Draft EIR, HDR will prepare a Screen-check Draft EIR for final review by the City. Upon receipt of comments or approval of the Screen-check Draft EIR, HDR will prepare the Draft EIR for public distribution. This subtask assumes that the City will provide HDR with a single consolidated set of non-contradictory comments for the Administrative and Screen-check Draft EIR. HDR will submit 25 copies, and one unbound "camera ready" version of the Draft EIR and all appendices for public distribution and review. Two electronic copies (including all exhibits and graphics) in PDF format of the Draft EIR (appendices not included) will also be provided to the City. If requested, HDR can assist the City in the distribution of the Draft EIR.

Deliverables: One bound and one unbound copy of the Screen-check Draft EIR, and Draft EIR (25 copies, one unbound "cameraready" copy, and two CDs with electronic files).

Subtask 3.8 – Administrative Final EIR

Upon completion of the 45-day Draft EIR public comment period, HDR will meet with the City staff to discuss comment letters received on the Draft EIR and develop a strategy for responding to those comments. Should the comments raise new issues not previously agreed upon in the Draft EIR, HDR will work with City staff to resolve any out-of-scope issues. HDR will prepare and submit ten copies and one unbound "camera ready" copy of an Administrative Final EIR/Response to Comments to City staff for staff review.

Deliverables: Administrative Final EIR (10 copies and one unbound "cameraready" copy).

Task 3.9 – Final EIR

Upon receipt of City staff comments on the Administrative Final EIR, HDR will prepare a Screen-check Final EIR for final review by the City. Upon receipt of comments or approval of

the Screen-check Final EIR, HDR will prepare the Final EIR/Response to Comments. This scope assumes that the City will provide HDR with a single consolidated set of non-contradictory comments for the Administrative and Screen-check Final EIR/Response to Comments. HDR will submit 25 copies, and one unbound “camera ready” version of the Final EIR and all appendices for public distribution and review. HDR will also submit two electronic copies (including all exhibits and graphics) in PDF format of the Final EIR (appendices not included) to the City. If requested, HDR can assist the City staff in the distribution of the Final EIR.

Deliverables: *Screen-check Final EIR (one bound and one unbound copy) and Final EIR (25 copies, one unbound “cameraready” copy, and two CDs with electronic files).*

Subtask 3.10 – Mitigation Monitoring and Reporting Program (MMRP)

HDR will prepare a MMRP in compliance with AB 3180. For any significant impact identified in the EIR, the MMRP will describe the required mitigation and the tasks and schedule necessary for monitoring mitigation compliance. The MMRP will generally identify the entity responsible for each monitoring and reporting task. HDR will submit 10 copies and one unbound “camera ready” copy of the draft MMRP to the City with the Administrative Final EIR for staff review and distribution to the applicant’s team. We will respond to City staff comments on the draft MMRP and prepare a final MMRP for submission with the Final EIR.

Deliverables: *MMRP (10 copies, unbound “cameraready” copy, and one CD with electronic files).*

Subtask 3.11 – Findings

In coordination with City staff, HDR will produce a Statement of Findings and Overriding Considerations that addresses the significant unavoidable impacts identified in the Final EIR (if any). This document will demonstrate the relationship of the Final EIR to the project, and mitigation measures to be considered by the City Board. The findings will conform to the requirements of CEQA Guidelines, Sections 15091 and 15093.

Deliverables: *Statement of Findings and Overriding Considerations (10 copies and one CD with electronic files).*

Subtask 3.12 – Coordination/Meetings with Other Agencies

Under this subtask, HDR will participate in meetings with City staff and other responsible agencies (e.g., U.S. Fish and Wildlife Service [USFWS] and California Department of Fish & Game [CDFG]) regarding the EIR and permit requirements. This subtask assumes up to four meetings. If requested, HDR will attend other meetings with interested agencies under the direction of the City and submit an additional scope and fee for that work.

Deliverables: *Meeting agenda and minutes.*

Subtask 3.13 - Permitting Assistance (Optional)

HDR will determine which local, state, and federal permits will be required for design, construction and operation of the proposed project, prepare the necessary permit applications, and prepare/provide technical input to secure the permits. Our budget assumes that the following federal, state, and local permits will be required for design, construction, and operation of the facility. It is also assumed that there is no federal funding for the project and that no waters of the U.S. will be impacted.

- San Joaquin Habitat Conservation Plan participation.
- National Pollutant Discharge Elimination System (NPDES) General Order for Dewatering and Other Low Threat Discharges to Surface Waters Permit.
- NPDES General Permit for Storm Water Discharges Associated with Construction Activity.
- NPDES General Permit for Storm Water Discharges Associated with Industrial Activity.
- Domestic Water Supply Permit.
- Authority to Construct Permit.
- Authority to Operate Permit.
- Encroachment Permit.
- Crossing Permit.
- Building Department.

Deliverables: *Technical information for permit applications.*

EXHIBIT B - ESTIMATED WORK EFFORT AND COST

City of Lodi

Surface Water Treatment Facility and Transmission Project (CEQA and Preliminary Design - Conventional Design-Bid-Build)

Task No.	Task Description	Principal/ QA/QC	Project Manager	Civil/ Process	Arch	Interior Designer	Struct Engr	Mech Engr	Elect Engr	Cost Est	Env	CADD Tech	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Subs (\$)	Total Cost (\$)
Task 1 - Project Management and Quality Assurance/Quality Control (QA/QC)																		
1.1	Project Management	12	40	12									12	76	\$15,600	\$ 1,600	\$ 3,000	\$ 20,200
1.2	QA/QC Program	20											9	29	\$5,500	\$ 600	\$ 2,000	\$ 81,000
	Subtotal Task 1	32	40	12	-	-	-	-	-	-	-	-	21	105	\$ 21,100	\$ 2,200	\$ 5,000	\$ 28,300
Task 2 - Preliminary Design (30 Percent Design)																		
2.1	Kick-off Meeting & Plant Site Visit		8	8	8				8			15	8	56	\$7,900	\$ 800	\$ 2,500	\$ 11,200
2.2	Topographic Site Survey		8	8								16	8	40	\$5,600	\$ 600	\$ 90,800	\$ 97,000
2.3	Geotechnical Investigation		8	8									8	24	\$3,800	\$ 400	\$ 17,200	\$ 21,400
2.4	Corrosion Engineering		8										8	16	\$2,700	\$ 300	\$ 39,100	\$ 42,100
2.5.1	Design TMs		40	60	40			24	24				40	228	\$34,300	\$ 3,500	\$ 17,000	\$ 54,800
2.5.2	30 Percent Specifications	15	8	52	37	4	36	16	45				40	252	\$37,300	\$ 3,800	\$ 15,800	\$ 56,900
2.5.2	30 Percent Drawings	62	31	208	147	18	18	63	179	40		946	8	1,719	\$226,200	\$ 22,700	\$ 49,000	\$ 297,900
2.6	30 Percent Design Workshop	8	12	12	8				8				8	56	\$9,600	\$ 1,000	\$ 2,000	\$ 12,600
	Subtotal Task 2	85	123	356	240	22	53	103	263	40	-	978	128	2,391	\$ 327,400	\$ 33,100	\$ 233,400	\$ 593,900
Task 3 - Environmental Documentation and Permitting																		
3.1	(Progress Meetings (up to 6) and Public Hearings (up to 2))		10	20							80		10	120	\$20,400	\$ 2,100		\$ 22,500
3.2	Existing Information Review										20			20	\$3,600	\$ 400		\$ 4,000
3.3	NOP										40		40	80	\$10,300	\$ 1,100		\$ 11,400
3.4	Public Scoping Meeting										24		16	40	\$5,600	\$ 600		\$ 6,200
3.5	Technical Studies										112		30	142	\$22,400	\$ 2,300	\$ 24,324	\$ 49,024
3.6	Administrative Draft EIR										214		60	274	\$43,000	\$ 4,300		\$ 47,300
3.7	Draft EIR										68		16	84	\$13,500	\$ 1,400		\$ 14,900
3.8	Administrative Final EIR										106		22	128	\$20,700	\$ 2,100		\$ 22,800
3.9	Final EIR										22		10	32	\$4,800	\$ 500		\$ 5,300
3.10	MMRP										30		4	34	\$5,700	\$ 600		\$ 6,300
3.11	Findings										54		4	58	\$10,000	\$ 1,000		\$ 11,000
3.12	Coordination/Meetings with Other Agencies (up to 4)										22			22	\$4,000	\$ 400		\$ 4,400
3.13	Permitting Assistance (Optional)		16	37							100		9	162	\$27,800	\$ 2,800		\$ 30,600
	Subtotal Task 3	-	26	57	-	-	-	-	-	-	892	-	221	1,196	\$ 191,800	\$ 19,600	\$ 24,324	\$ 235,724
COLUMN TOTALS		117	189	425	240	22	53	103	263	40	892	978	370	3,692	\$540,300	\$54,900	\$262,724	\$857,924

ATTACHMENT B-1

PRELIMINARY LISTING OF DRAWINGS

City of Lodi

Surface Water Treatment Facility and Transmission Project

CEQA and Preliminary Design - Conventional Design-Bid-Build

No.	Sheet No.	Drawing Description	30%
General - G			
1	G1	Cover Sheet	X
2	G2	Symbols and Abbreviations I	X
3	G3	Symbols and Abbreviations II	X
4	G4	General Notes I	
5	G5	General Notes II	
6	G6	Water Treatment Plant Process Flow Schematic and Design Criteria I	X
7	G7	Water Treatment Plant Process Flow Schematic and Design Criteria II	X
8	G8	Hydraulic Profile	X
Civil - C			
9	C1	Key Plan	X
10	C2	Raw Water Pump Station Grading and Paving Plan	X
11	C3	Raw Water Pump Station Piping Plan	X
12	C4	Water Treatment Plant Grading & Paving Plan I	X
13	C5	Water Treatment Plant Grading & Paving Plan II	X
14	C6	Water Treatment Plant Process Piping Plan I	
15	C7	Water Treatment Plant Process Piping Plan II	
16	C8	Water Treatment Plant Chemical and Sample Piping Plan	X
	C9	Raw Water Pipeline Profile STA 0+00 - 05+00	X
	C10	Raw Water Pipeline Profile STA 0+50 - 10+00	X
	C11	Raw Water Pipeline Profile STA 10+00 - 15+00	X
	C12	Raw Water Pipeline Profile STA 15+00 - 19+50	X
	C13	Miscellaneous Pipeline Profiles I	
22	C14	Miscellaneous Pipeline Profiles II	
23	C15	Distribution Pipeline Profile STA 0+00 - 05+00	X
24	C16	Distribution Pipeline Profile STA 05+00 - 10+00	X
25	C17	Distribution Pipeline Profile STA 10+00 - 15+00	X
26	C18	Distribution Pipeline Profile STA 15+00 - 20+00	X
27	C19	Distribution Pipeline Profile STA 20+00 - 25+00	X
28	C20	Well Site 3R Piping Improvements	X

No.	Sheet No.	Drawing Description	30%
29	C21	Well Site 6R Piping Improvements	X
30	C22	Well Site 9 Piping Improvements	X
31	C23	Well Site 14 Piping Improvements	X
32	C24	Well Site 17 Piping Improvements	X
33	C25	Well Site 25 Piping Improvements	X
34	C26	Pipe Tunneling Details I	
35	C27	Pipe Tunneling Details II	
36	C28	Civil Details I	
37	C29	Civil Details II	
38	C30	Civil Details III	
39	C31	Civil Details IV	
Architectural - A			
40	A1	Raw Water Pump Station Site Code Plan	
41	A2	Raw Water Pump Station Code Plan	
42	A3	Raw Water Pump Station Floor Plan	X
43	A4	Raw Water Pump Station Roof Plan	
44	A5	Raw Water Pump Station Elevations I	X
45	A6	Raw Water Pump Station Elevations II	X
46	A7	Raw Water Pump Station Building Sections	
47	A8	Membrane/Operations Building Code Plan First Floor	
48	A9	Membrane/Operations Building Code Plan Second Floor	
49	A10	Membrane/Operations Building Code Plan Text	
50	A11	Membrane/Operations Building First Floor Plan I	X
51	A12	Membrane/Operations Building First Floor Plan II	X
52	A13	Membrane/Operations Building Second Floor Plan	X
53	A14	Membrane/Operations Building Reflected Ceiling Plan	
54	A15	Membrane/Operations Building Roof Plan	
55	A16	Membrane/Operations Building Exterior Elevations I	X
56	A17	Membrane/Operations Building Exterior Elevations II	X
57	A18	Membrane/Operations Building Sections I	X
58	A19	Membrane/Operations Building Sections II	X
59	A20	Membrane/Operations Building Wall Sections I	
60	A21	Membrane/Operations Building Wall Sections II	
61	A22	Membrane/Operations Building Wall Sections III	
62	A23	Membrane/Operations Building Interior Finish Plan	
63	A24	Membrane/Operations Building Enlarged Laboratory Plan	
64	A25	Membrane/Operations Building Enlarged Locker Room Plan	
65	A26	Membrane/Operations Building Enlarged Lobby/Stair and Elevator Plan	

No.	Sheet No.	Drawing Description	30%
66	A27	Membrane/Operations Building Interior Elevations I	
67	A28	Membrane/Operations Building Interior Elevations II	
68	A29	Membrane/Operations Building Interior Elevations III	
69	A30	Membrane/Operations Building Interior Elevations VI	
70	A31	Membrane/Operations Building Interior Elevations V	
71	A32	High Service Pump/Chemical Building Code Plan	
72	A33	High Service Pump/Chemical Building Code Plan Text	
73	A34	High Service Pump/Chemical Building Floor Plan	X
74	A35	High Service Pump/Chemical Building Reflected Ceiling Plan	
75	A36	High Service Pump/Chemical Building Roof Plan	
76	A37	High Service Pump/Chemical Building Exterior Elevations I	X
77	A38	High Service Pump/Chemical Building Exterior Elevations II	X
78	A39	High Service Pump/Chemical Building Sections	
79	A40	Finish Schedule	
80	A41	Wall Types/Schedule	
81	A42	Door Schedule	
82	A43	Door Types	
83	A44	Window and Louver Schedule	
84	A45	Window and Louver Types	
85	A46	Equipment Schedule	
86	A47	Details I	
87	A48	Details II	
88	A49	Details III	
89	A50	Details IV	
90	A51	Details V	
91	A52	Details VI	
92	A53	Details VII	
93	A54	Details VIII	
94	A55	Details IV	
95	A56	Details X	
96	A57	Details XI	
97	A58	Details XII	
Landscaping - L			
98	L1	Planting Plans I	X
99	L2	Planting Plans II	X
100	L3	Irrigation Plans I	
101	L4	Irrigation Plans II	
102	L5	Landscape Details	

No.	Sheet No.	Drawing Description	30%
103	L6	Irrigation Details	
Structural - S			
104	S1	General Structural Notes	X
105	S2	Standard Concrete Details I	
106	S3	Standard Concrete Details II	
107	S4	Standard Concrete Details III	
108	S5	Standard Concrete Details IV	
109	S6	Standard Concrete Masonry Unit Details I	X
110	S7	Standard Concrete Masonry Unit Details II	
111	S8	Standard Reinforcing Steel Details	X
112	S9	Standard Metal Deck Details	
113	S10	Standard Steel Details	
114	S11	Standard Railing Details I	
115	S12	Standard Railing Details II	
116	S13	Standard Grating Details	
117	S14	Miscellaneous Slab-on-grade Plans	
118	S15	Miscellaneous Slab-on-grade Sections & Details	
119	S16	Raw Water Pump Station Foundation/Ground Floor Plan	
120	S17	Raw Water Pump Station Roof Plan	
121	S18	Raw Water Pump Station Building Sections	
122	S19	Raw Water Pump Station Building Sections	
123	S20	Raw Water Pump Station Sections & Details I	
124	S21	Raw Water Pump Station Sections & Details II	
125	S22	Grit & Flocculation Basin Foundation Plan	
126	S23	Grit & Flocculation Basin Sections & Details I	
127	S24	Grit & Flocculation Basin Sections & Details II	
128	S25	Grit & Flocculation Basin Sections & Details III	
129	S26	Operations Building Foundation Plan I	
130	S27	Operations Building Foundation Plan II	
131	S28	Operations Building Ground Floor Plan I	
132	S29	Operations Building Ground Floor Plan II	
133	S30	Operations Building Second Floor Framing Plan I	
134	S31	Operations Building Second Floor Framing Plan II	
135	S32	Operations Building Roof Framing Plan I	
136	S33	Operations Building Roof Framing Plan II	
137	S34	Operations Building Sections and Details I	
138	S35	Operations Building Sections and Details II	
139	S36	Operations Building Sections and Details III	

No.	Sheet No.	Drawing Description	30%
140	S37	Operations Building Sections and Details IV	
141	S38	Operations Building Partial Framing Plans and Details I	
142	S39	Operations Building Partial Framing Plans and Details II	
143	S40	Operations Building Sections and Details I	
144	S41	Operations Building Sections and Details II	
145	S42	Operations Building Sections and Details III	
146	S43	Operations Building Sections and Details IV	
147	S44	Operations Building Sections and Details V	
148	S45	Backwash Tank and Treatment System Foundation Plan	
149	S46	Backwash Tank and Treatment System Section & Details	
150	S47	High Service Pump/Chemical Building Foundation/Ground Floor Plan	
151	S48	High Service Pump/Chemical Building Roof Framing Plan	
152	S49	High Service Pump/Chemical Building Sections I	
153	S50	High Service Pump/Chemical Building Sections II	
154	S51	High Service Pump/Chemical Building Sections and Details I	
155	S52	High Service Pump/Chemical Building Sections and Details II	
156	S53	High Service Pump/Chemical Building Sections and Details III	
157	S54	Treated Water Storage Tank Ring Foundation Plan	
158	S55	Treated Water Storage Tank Sections and Details I	
159	S56	Treated Water Storage Tank Sections and Details II	
160	S57	Miscellaneous Pipe Support Details I	
161	S58	Miscellaneous Pipe Support Details II	
162	S59	Microfiltration System Miscellaneous Details	
Process - P			
163	P1	Raw Water Pump Station Plan	X
164	P2	Raw Water Pump Station Sections and Details I	
165	P3	Raw Water Pump Station Sections and Details II	
166	P4	Membrane Piping Plan	
	P5	Membrane Piping Sections and Details I	
	P6	Membrane Piping Sections and Details II	
Pall Corporation			
166	P7	Layout Plan	X
167	P8	Layout Sections and Details	
168	P9	Layout Sections I	
169	P10	Layout Sections II	
170	P11	P&ID Legends and Abbreviations	
171	P12	P&ID Overall Membrane Filtration System	X
172	P13	P&ID Primary Filtration System	

No.	Sheet No.	Drawing Description	30%
173	P14	P&ID Clean-In-Place System	
174	P15	P&ID Process Control and Air Scour System	
175	P16	P&ID Backwash Recovery System	
176	P17	P&ID Neutralization System	
Siemens/Memcor			
177	P18	Layout Plan	X
178	P19	Layout Sections and Details	
179	P20	Layout Sections I	
180	P21	Layout Sections II	
181	P22	P&ID Legends and Abbreviations	X
182	P23	P&ID Overall Membrane Filtration System	X
183	P24	P&ID Primary Filtration System	
184	P25	P&ID Clean-In-Place System	
185	P26	P&ID Process Control and Air Scour System	
186	P27	P&ID Backwash Recovery System	
187	P28	P&ID Neutralization System	X
188	P29	Backwash Tank Plan and Elevation	X
189	P30	Backwash Tank Details I	
190	P31	Backwash Tank Details II	
191	P32	Backwash Reclaim Pump Station Plan	X
192	P33	Backwash Reclaim Pump Station Details	
193	P34	Treated Water Tank Plan and Sections	X
194	P35	Treated Water Storage Tank Details I	
195	P36	Treated Water Storage Tank Details II	
196	P37	Treated Water Storage Tank Baffles	
197	P38	High Service & Backwash Pumping Station Plan	
198	P39	High Service & Backwash Pumping Station Sections and Details I	
199	P40	High Service & Backwash Pumping Station Sections and Details II	
200	P41	Screw Press Plan	X
201	P42	Screw Press Sections I	
202	P43	Screw Press Sections II	
203	P44	Screw Press Details I	
204	P45	Screw Press Details II	
205	P46	Air Compressor Room Plan	X
206	P47	Air Compressor Room Sections & Details	
100%	P48	Chemical Systems Area Plan I	X
	P49	Chemical Systems Area Plan II	X

No.	Sheet No	Drawing Description	30%
209	P50	Chemical Systems Area Plan III	X
210	P51	Chemical System Sections and Details I	
211	P52	Chemical System Sections and Details II	
212	P53	Chemical System Sections and Details III	
213	P54	Polymer System Plan and Sections	
214	P55	Flocculation Basin Plan	X
215	P56	Flocculation Basin Sections	
216	P57	Flocculation Basin Details	
217	P58	Plate Settler Plan	X
218	P59	Plate Settler Sections	
219	P60	CIP Tank Plan and Sections	X
220	P61	Soda Ash Silo Plan and Sections	
221	P62	Well Site Chemical System Plan and Sections 1	X
222	P63	Well Site Chemical System Plan and Sections 2	
223	P64	Well Site Chemical System Plan and Sections 3	
224	P65	Well Site Chemical System Plan and Sections 4	
225	P66	Well Site Chemical System Plan and Sections 5	
226	P67	Well Site Chemical System Plan and Sections 6	
227	P68	Well Site Chemical Svstem Plan and Sections 7	
228	P69	Well Site Chemical System Plan and Sections 8	
229	P70	Well Site Chemical System Plan and Sections 9	
230	P71	Well Site Chemical Svstem Plan and Sections 10	
231	P72	Well Site Chemical System Plan and Sections 11	
232	P73	Well Site Chemical System Plan and Sections 12	
233	P74	Well Site Chemical System Plan and Sections 13	
234	P75	Well Site Chemical System Plan and Sections 14	
235	P76	Well Site Chemical System Plan and Sections 15	
236	P77	Well Site Chemical System Plan and Sections 16	
237	P78	Well Site Chemical System Plan and Sections 17	
238	P79	Well Site Chemical System Plan and Sections 18	
239	P80	Well Site Chemical System Plan and Sections 19	
240	P81	Well Site Chemical System Plan and Sections 20	
241	P82	Well Site Chemical System Plan and Sections 21	
242	P83	Well Site Chemical System Plan and Sections 22	
243	P84	Well Site Chemical System Plan and Sections 23	
244	P85	Well Site Chemical System Plan and Sections 24	
221	P62	Piping Support Details	
222	P63	Piping Details I	

No.	Sheet No.	Drawing Description	30%
223	P64	Piping Details II	
224	P65	Piping Details III	
Mechanical - M			
225	M1	Energy Compliance Forms I	
226	M2	Energy Compliance Forms II	
227	M3	Mechanical Symbols	X
228	M4	Raw Water Pump Station HVAC Plan	
229	M5	Raw Water Pump Station HVAC Sections	
230	M6	Raw Water Pump Station Plumbing Plan	
231	M7	Raw Water Pump Station Water & Waste Isometrics	
232	M8	Operations Building 1st Floor HVAC Plan I	
233	M9	Operations Building 1st Floor HVAC Plan II	
234	M10	Operations Building 2nd Floor HVAC Plan I	
235	M11	Operations Building HVAC Roof Plan I	
236	M12	Operations Building HVAC Roof Plan II	
237	M13	Operations Building HVAC Sections I	
238	M14	Operations Building HVAC Sections II	
239	M15	Operations Building Enlarged Mechanical Room Plan	
240	M16	Operations Building Temperature Control Diagrams	
241	M17	Operations Building Airflow Schematics	
242	M18	Operations Building 1st Floor Plumbing Plan I	
243	M19	Operations Building 1st Floor Plumbing Plan II	
244	M20	Operations Building 2nd Floor Plumbing Plan I	
245	M21	Operations Building Water Isometrics	
246	M22	Operations Building Waste Isometrics	
247	M23	Operations Building Hot Water Loop Schematic	
248	M24	Operations Building Chilled Water Loop Schematic	
249	M25	High Service Pump/Chemical Building HVAC Plan I	
250	M26	High Service Pump/Chemical Building HVAC Plan II	
251	M27	High Service Pump/Chemical Building HVAC Roof Plan I	
252	M28	High Service Pump/Chemical Building HVAC Roof Plan II	
253	M29	High Service Pump/Chemical Building Plumbing Plan I	
254	M30	High Service Pump/Chemical Building Plumbing Plan II	
255	M31	High Service Pump/Chemical Building HVAC Sections I	
256	M32	High Service Pump/Chemical Building HVAC Sections II	
257	M33	High Service Pump/Chemical Building Temperature Control Diagrams	
258	M34	High Service Pump/Chemical Building Airflow Schematics	
259	M35	High Service Pump/Chemical Building Water Isometrics	

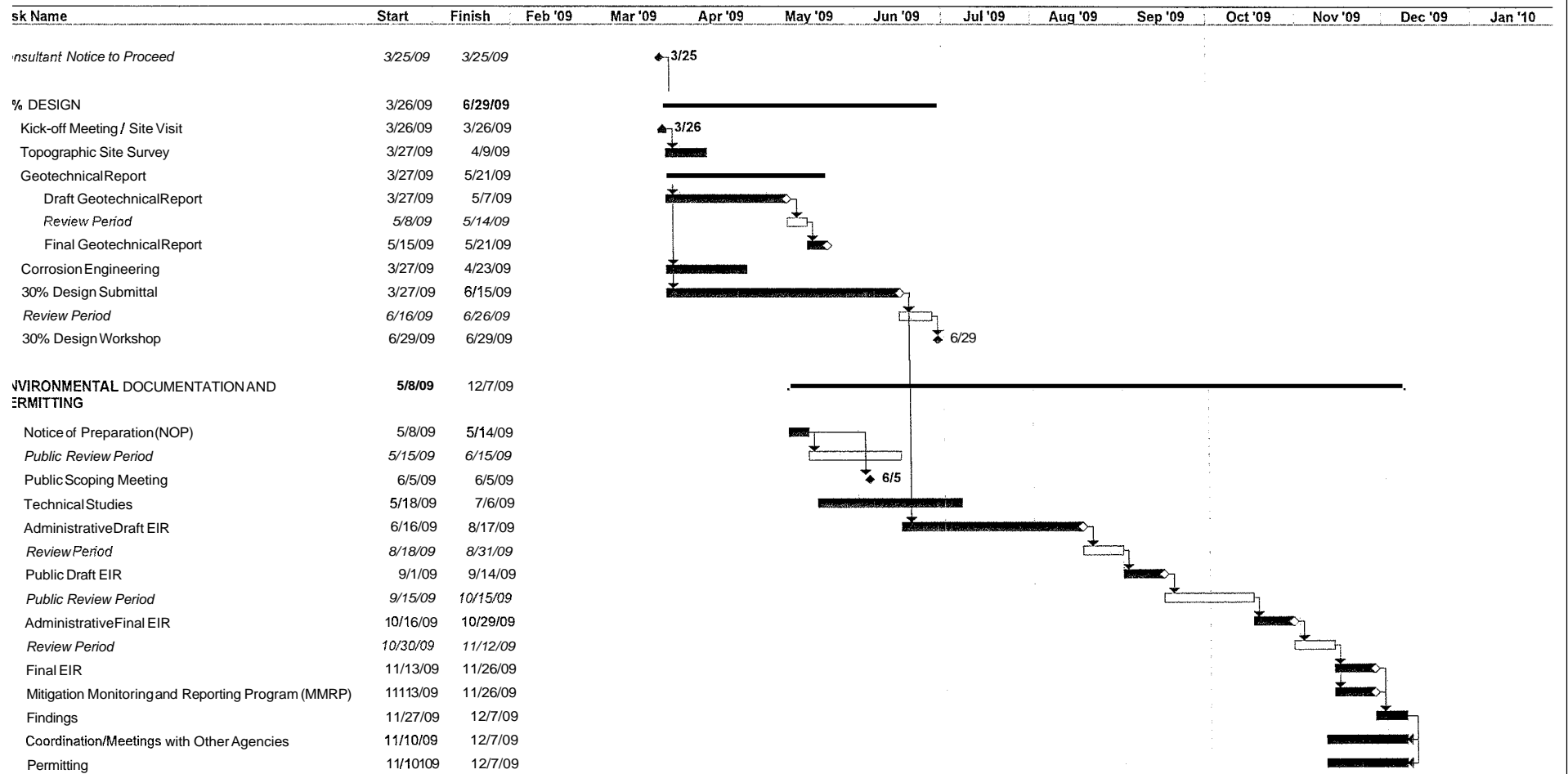
No.	Sheet No.	Drawing Description	30%
260	M36	High Service Pump/Chemical Building Waste Isometrics	
261	M37	Mechanical Details I	
262	M38	Mechanical Details II	
263	M39	Mechanical Details III	
Electrical - E			
264	E1	Electrical Symbols, Abbreviations, and Notes	X
265	E2	Title 24 Sheet	
266	E3	Raw Water Pump Station Site Plan	X
267	E4	Raw Water Pump Station Power Plan	
268	E5	Raw Water Pump Station Lighting Plan	
269	E6	Raw Water Pump Station Grounding Plan	
270	E7	Raw Water Pump Station Single-line Diagram	X
271	E8	Operations Building Electrical Single-Line Diagram - Main Switchboard	X
272	E9	Operations Building Electrical Single-Line Diagram - MCC I	
273	E10	Operations Building Electrical Single-Line Diagram - MCC II	
274	E11	Operations Building Electrical 1st Floor Lighting Plan	
275	E12	Operations Building Electrical 2nd Floor Lighting Plan	
276	E13	Operations Building Electrical 1st Floor Power Plan I	
277	E14	Operations Building Electrical 1st Floor Power Plan II	
278	E15	Operations Building Electrical 2nd Floor Power Plan	
279	E16	Operations Building Electrical Roof Power Plan	
280	E17	Operations Building Electrical Roof Power Plan	
281	E18	Operations Building Electrical Room Plan	
282	E19	Operations Building Electrical Grounding Plan	
Pall Corporation			
283	E20	Single-Line Diagrams	X
284	E21	Schedules	
285	E22	Control Wiring Block Diagram	
286	E23	Power Plan	
US Filter/Memcor			
287	E24	Single-Line Diagrams	X
288	E25	Schedules	
289	E26	Control Wiring Block Diagram	
290	E27	Power Plan	
291	E28	Water Treatment Plant Electrical Site Plan - Power & Lighting I	X
292	E29	Water Treatment Plant Electrical Site Plan - Power & Lighting II	X
293	E30	Water Treatment Plant Operations Building Elevator Plan	

No.	Sheet No.	Drawing Description	30%
294	E31	Emergency Generator Plan	
295	E32	Emergency Generator Sections and Details	
296	E33	Emergency Generator Fuel Storage	
297	E34	Control Schematic I	
298	E35	Control Schematic II	
299	E36	Control Schematic III	
300	E37	Control Schematic VI	
301	E38	Control Schematic V	
302	E39	Panel Schedules I	
303	E40	Panel Schedules II	
304	E41	Fixture Schedule	
305	E42	Control Room Plan	
306	E43	Water Treatment Plant Electrical Schedules I	
307	E44	Water Treatment Plant Electrical Schedules II	
308	E45	Water Treatment Plant Conduit and Conduit Schedule I	
309	E46	Water Treatment Plant Conduit and Conduit Schedule II	
310	E47	Water Treatment Plant Conduit and Conduit Schedule III	
311	E48	Water Treatment Plant Conduit and Conduit Schedule IV	
312	E49	Reclaim Pump Station and Backwash Tank Power Plan	
313	E50	Flocculation Basin Power Plan	
314	E51	Plate Settler Power Plan	
315	E52	Treated Water Storage Tank Power Plan	
316	E53	High Service Pump/Chemical Building Power Plan I	
317	E54	High Service Pump/Chemical Building Power Plan II	
318	E55	High Service Pump/Chemical Building Lighting Plan	
319	E56	High Service Pump/Chemical Building Lighting Plan	
320	E57	High Service Pump/Chemical Building Electrical Room Plan	
321	E58	High Service Pump/Chemical Building Grounding Plan	
322	E59	Well Site Plan and Control 1	X
323	E60	Well Site Plan and Control 2	
324	E61	Well Site Plan and Control 3	
325	E62	Well Site Plan and Control 4	
326	E63	Well Site Plan and Control 5	
327	E64	Well Site Plan and Control 6	
328	E65	Well Site Plan and Control 7	
329	E66	Well Site Plan and Control 8	
330	E67	Well Site Plan and Control 9	
331	E68	Well Site Plan and Control 10	

No.	Sheet No.	Drawing Description	30%
332	E69	Well Site Plan and Control 11	
333	E70	Well Site Plan and Control 12	
334	E71	Well Site Plan and Control 13	
335	E72	Well Site Plan and Control 14	
336	E73	Well Site Plan and Control 15	
337	E74	Well Site Plan and Control 16	
338	E75	Well Site Plan and Control 17	
339	E76	Well Site Plan and Control 18	
340	E77	Well Site Plan and Control 19	
341	E78	Well Site Plan and Control 20	
342	E79	Well Site Plan and Control 21	
343	E80	Well Site Plan and Control 22	
344	E81	Well Site Plan and Control 23	
345	E82	Well Site Plan and Control 24	
346	E83	Electrical Details I	
347	E84	Electrical Details I	
348	E85	Electrical Details III	
349	E86	Communications Plan	
Instrumentation - I			
350	I1	Instrumentation Abbreviations and Symbols	X
351	I2	Raw Water Pump Station Process & Instrumentation Diagram	X
352	I3	Water Treatment Plant PLC Layout & Communication Diagram	X
353	I4	Autostrainer Process & Instrumentation Diagram	X
354	I5	Membrane Svstem Process & Instrumentation Diaaram	X
355	I6	Membrane Analysis Process & Instrumentation Diagram	X
356	I7	Screw Press Process & Instrumentation Diagram	X
357	I8	Screw Convevor Process & Instrumentation Diaaram	X
358	I9	Sludge Pump Process & Instrumentation Diagram	X
359	I10	Storage Tank Process & Instrumentation Diagram	X
360	I11	Chemical Systems Process & Instrumentation Diagram I	X
361	I12	Chemical Systems Process & Instrumentation Diagram II	X
362	I13	Chemical Systems Process & Instrumentation Diagram III	X
363	I14	Chemical Svstems Process & Instrumentation Diaaram IV	X
364	I15	Chemical Systems Process & Instrumentation Diagram V	X
365	I16	Polymer System Process & Instrumentation Diagram	X
366	I17	Soften Water Process & Instrumentation Diagram	X
367	I18	Generator Process & Instrumentation Diagram	X
368	I19	Well Site Process & Instrumentation Diagram	X

No.	Sheet No.	Drawing Description	30%
369	I20	Main Control Panel MCP Elevation	
370	I21	Main Control Panel Panelboard Layout	
371	I22	High Service Pump Station PLC Layout & Communication Diagram	
372	I23	Raw Water Pump Station PLC Layout & Communication Diagram	
373	I24	Instrumentation Details I	
374	I25	Instrumentation Details II	
375	I26	Instrumentation Details III	
	Optional	Typical Loop and Interconnection Wiring Diagram	
	Optional	Main Control Panel Wiring Diagram I	
	Optional	Main Control Panel Wiring Diagram II	
	Optional	Main Control Panel Wiring Diagram III	
	Optional	Main Control Panel Wiring Diagram IV	
	Optional	Main Control Panel Wiring Diagram V	
	Optional	Main Control Panel Wiring Diagram VI	

XHIBIT C - PROJECT SCHEDULE



City of Lodi
Surface Water Treatment Facility and Transmission Project
CEQA and Preliminary Design - Conventional Design-Bid-Build

Task Milestone Summary Meetings Review Period

HDR ENGINEERING, INC.
STANDARD RATES SCHEDULE
January to December 2009

City of Lodi
Surface Water Treatment Facility and Transmission Project

Project Principal	\$295
Senior Financial Specialist	259
Senior Project Manager / Project Controls	251
Senior Project Engineer	243
Technical Specialist II	240
Senior Electrical Engineer / Senior Geotechnical Engineer	231
Construction Specialist	225
Technical Specialist I	221
Senior Cost Estimating Specialist	218
Senior Structural Engineer	210
Electrical Engineer IV	203
Project Manager / Geotechnical Engineer	194
Mechanical Engineer II / Environmental Specialist	180
Operations Specialist / Interior Designer	174
Modeler	172
Design-Build Specialist	168
Electrical Engineer III / Process Engineer	162
Project Engineer II / CADD Manager / Architect II	151
Architect I / Project Engineer II	145
Electrical Engineer II / Mechanical Engineer I	143
Planner	140
Project Engineer I / CADD Designer / Project Controller III	137
Civil Engineer	131
Senior CAD Technician	129
Staff Engineer II / CAD Technician III	119
Project Controller II	117
Project Controller I	115
Staff Engineer I / CAD Technician II	114
Structural Engineer / Accountant / Cost Estimator	111
CAD Technician I	109
Electrical Engineer I	102
Senior Administrative	99
Engineer-in-Training	96
Drafter III / Administrative / Word Processor	88
Drafter II	84
Drafter I / Technical Editor / Project Coordinator II	74
Project Coordinator I	70
Clerical III	66
Clerical I	52

Please Note: Rates include current overhead rate plus profit and are adjusted annually.

EXPENSES

In-House Expenses

Technology Charge per Direct Labor Hour	\$3.70
Vehicle Mileage (per mile)	\$0.55
Color Copy (per copy)	\$0.75 to \$1.50
Photocopies (per copy)	\$0.10 to \$0.20

Bond Plotting - Black & White (per square foot)	\$0.135
Bond Plotting - Color (per square foot)	\$0.50
Vellum - Black & White (per square foot)	\$0.50
Mylar - Black & White (per square foot)	\$0.90

Please Note: Technology charges include computer, CADD, network, software, and other related technology services. Expenses and subconsultants are charged with a 10 percent markup.

**SECOND AMENDMENT TO 2003 AGREEMENT FOR PURCHASE OF WATER
FROM WOODBRIDGE IRRIGATION DISTRICT BY CITY OF LODI,
TO PERMIT LQDI TO SELL PORTION OF ITS BANKED WATER**

This agreement is entered into between the City of Lodi (City) and the Woodbridge Irrigation District (District) this ____ day of _____, 2009.

Recitals

A. On May 13, 2003, City entered into a 40-year Agreement with District for the City's purchase of water from District entitled "Agreement for Purchase of Water from the Woodbridge Irrigation District by the City of Lodi" (and hereinafter referred to as the 2003 Agreement). The Agreement provided for the City's purchase of a base supply of 6,000 acre-feet per annum (plus additional amounts on specified conditions), for a payment commencing at \$200 per acre-foot or \$1,200,000 annually for the base supply, subject to later annual price adjustments, the water to be delivered to City from March 1 through October 15. Under the Agreement, the water must be used within City's service area, and City can not assign or transfer the right to the water without the consent of the District.

B. The 2003 Agreement provides for annual payments to District whether or not the water is used by City. Payments of \$300,000 quarterly by City to District under the Agreement commenced on October 1, 2003. The water must be treated. Plans for treatment and use of the water from the District have been delayed. City is preparing to enter a contract with the firm of HDR, Inc. in an amount of \$2.9 million dollars for the complete design, to a level ready for bidding of construction, of new treatment plant works, which would treat the water delivered by District for use by the City customers. No District water has been taken or used to date by the City under the 2003 Agreement.

C. Paragraph 8 of the 2003 Agreement provides that City can carry over and have credit for unused water during the initial three years, of up to 18,000 acre-feet, referred to as "banked water" in the Agreement, for later delivery to City in subsequent years in which District has water available for such deliveries.

D. On January 17, 2008, the parties entered into a First Amendment to the 2003 Agreement, which, among other things, extended the 40-year term of the 2003 Agreement, an additional four years and five months, and which also extended City's right to carry over and bank an additional 24,000 acre-feet of water that was unused by the City up to October 15, 2010, thus giving City a right to bank a combined total of 42,000 acre-feet.

E. This Second Amendment to the 2003 Agreement is intended to provide District's consent to City, working with the District's Manager, to pursue agreements to sell up to 18,000 acre-feet of its first three years of banked water to others.

**NOW, THEREFORE, WOODBRIDGE IRRIGATION DISTRICT AND
THE CITY OF LODI AGREE AS FOLLOWS:**

1. City may pursue, working with the District's Manager, a sale agreement or agreements with others for their purchase during the years 2009, 2010 and 2011, of up to 6,000 acre-feet of water per year banked by the City, for a total of 18,000 acre-feet of banked water if 1) in the year of sale District's Regulated Base Supply entitlement under District's Agreement with EBMUD is a full 60,000 acre-feet, and if 2) the District is able to make the water to be transferred available from its Regulated Base Supply for delivery in the year of sale, as solely determined by District.. Any resulting agreement shall be subject to the District's approval and the District shall be a party. If District's Regulated Base Supply is less than 60,000 acre-feet in any such year, City may pursue the sale of not more than one-half of 6,000 acre-feet in such year subject to the same terms and conditions of availability. District will be unable to finally determine whether District's Regulated Base Supply is less than 60,000 acre-feet until July 1 of each year. District shall have no responsibility or obligation to City if District cannot or does not make such water available for transfer, or if any such transfer fails for any reason beyond the control of District. However, City will retain its banked water rights if the transfer does fail.

2. The sale price payable to Lodi shall be not less than \$200 per acre-foot, plus in year 2011 the inflator factor which commences in that year in the 2003 Agreement. City shall pay to District (in advance if requested by District), all costs and expenses (legal, engineering or otherwise), incurred or estimated by District be incurred, in assisting and/or implementing the sale by City.

3. District shall not be obligated to approve any sales that impose or potentially impose any conditions upon District's water rights or requirements upon District that are unsatisfactory to District.

4. City agrees that the City's proceeds of any such sale shall be used solely for the planning, design and/or construction of its planned treatment plant facilities or to reimburse other City funds used for such purposes.

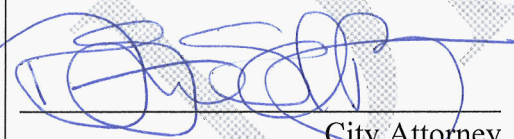
5. City acknowledges the value and benefit to it of the District approving such sales of water by the City pursuant to this Agreement, in that District itself could undertake for its own benefit to sell directly any surplus water it may have available during the next three years. Nothing herein shall prevent or preclude District also selling any surplus water that it has available in any such year above the amount sold by City, or from selling any surplus District water if City fails to sell such water, or if City sells less than 6,000 acre-feet, from selling any surplus water above the amount of water sold by City.

6. This Agreement does not authorize or establish a precedent for District's approval of any future sale by City of any banked water it may have under its 2003 Agreement with District, either beyond year 2011 or beyond 18,000 acre-feet, and

nothing herein shall be construed to indicate that District will authorize or consent to any future sale of such water.

7. The recitals herein are general background descriptions, but each and every provision in the prior 2003 Agreement and the 2008 First Amendment to Agreement between the parties, remains in full force and effect according to their terms, except as herein expressly modified.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the day and year above set forth.

Attest: _____ Anders Christensen, Secretary	WOODBIDGE IRRIGATION DISTRICT By _____ William Stokes, President
Attest: _____, City Clerk APPROVED AS TO FORM:  _____, City Attorney	CITY OF LODI, A MUNICIPAL CORPORATION By _____, Mayor

2.13.09

RESOLUTION NO. 2009-31

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE
PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF
PRELIMINARY DESIGN AND ENVIRONMENTAL IMPACT REPORT
FOR SURFACE WATER TREATMENT PLANT, AUTHORIZING THE
CITY MANAGER TO EXECUTE THE AGREEMENT, AND FURTHER
APPROPRIATING FUNDS

=====

WHEREAS, at the April 4, 2007, City Council meeting, approval was given for HDR, Inc., of Folsom, California, to prepare the Surface Water Treatment Facility Conceptual Design and Feasibility Evaluation, and the work was completed and presented to City Council on July 1, 2008, at a regular meeting; and

WHEREAS, this contract approval with HDR, Inc., authorizes the next step of preparing the preliminary plans and the Environmental Impact Report (EIR) with the objective to qualify the project for funding through the American Recovery and Reinvestment Act (ARRA), the federal stimulus program; and

WHEREAS, an accelerated preliminary design/EIR process is proposed in order to meet ARRA schedule requirements for the EIR to be completed within 12 months; and

WHEREAS, HDR, Inc., of Folsom, California, and partner West Yost & Associates, of Davis, California, are highly qualified in the design of surface water treatment facilities; and

WHEREAS, the contract fee of \$857,924 is within the range expected by Public Works staff; and

WHEREAS, an appropriation of \$987,000 is requested to cover the contract amount, staff time required to administer the project, and contingencies to cover unexpected charges during the preliminary engineering/EIR phase; and

WHEREAS, funding for the project will be provided by a loan from the Water Utility Capital Fund (Infrastructure Replacement 181), with the ultimate funding source provided by the sale of Woodbridge Irrigation District banked water.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the professional services agreement for preparation of preliminary design and environmental impact report for the Surface Water Treatment Facility to HDR, Inc., of Folsom, California, in the amount of \$857,924; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the agreement; and

BE IT FURTHER RESOLVED that funds in the amount of \$987,000 be appropriated from the Water Utility Capital Fund (Infrastructure Replacement 181) for this project.

Dated: March 18, 2009

=====


I hereby certify that Resolution No. 2009-31 was passed and adopted by the Lodi City Council in a regular meeting held March 18, 2009, by the following votes:

AYES: COUNCIL MEMBERS – Johnson, Katzakian, and Mayor Hansen

NOES: COUNCIL MEMBERS – Hitchcock and Mounce

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk

RESOLUTION NO. 2009-32

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING SECOND AMENDMENT OF 2003 WATER
SALE AGREEMENT BETWEEN WOODBRIDGE
IRRIGATION DISTRICT AND THE CITY OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Second Amendment to the 2003 Water Sale Agreement between Woodbridge Irrigation District and the City of Lodi permitting the City of Lodi to sell a portion of its banked water, as shown on Exhibit A attached hereto; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the amendment.

Dated: March 18, 2009

=====

I hereby certify that Resolution No. 2009-32 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 18, 2009, by the following vote:

AYES: COUNCIL MEMBERS – Johnson, Katzakian, and Mayor Hansen

NOES: COUNCIL MEMBERS – Hitchcock and Mounce

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

**SECOND AMENDMENT TO 2003 AGREEMENT FOR PURCHASE OF WATER
FROM WOODBRIDGE IRRIGATION DISTRICT BY CITY OF LODI,
TO PERMIT LODI TO SELL PORTION OF ITS RANKED WATER**

This agreement is entered into between the City of Lodi (City) and the Woodbridge Irrigation District (District) this ____ day of _____, 2009

Recitals

A. On May 13, 2003, City entered into a 40-year Agreement with District for the City's purchase of water from District entitled "Agreement for Purchase of Water from the Woodbridge Irrigation District by the City of Lodi" (and hereinafter referred to as the 2003 Agreement). The Agreement provided for the City's purchase of a base supply of 6,000 acre-feet per annum (plus additional amounts on specified conditions), for a payment commencing at \$200 per acre-foot or \$1,200,000 annually for the base supply, subject to later annual price adjustments, the water to be delivered to City from March 1 through October 15. Under the Agreement, the water must be used within City's service area, and City can not assign or transfer the right to the water without the consent of the District.

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C. Paragraph 8 of the 2003 Agreement provides that City can carry over and have credit for unused water during the initial three years, of up to 18,000 acre-feet, referred to as "banked water" in the Agreement, for later delivery to City in subsequent years in which District has water available for such deliveries,

D. On January 17, 2008, the parties entered into a First Amendment to the 2003 Agreement, which, among other things, extended the 40-year term of the 2003 Agreement, an additional four years and five months, and which also extended City's right to carry over and bank an additional 24,000 acre-feet of water that was unused by the City up to October 15, 2010, thus giving City a right to bank a combined total of 42,000 acre-feet.

E. This Second Amendment to the 2003 Agreement is intended to provide District's consent to City, working with the District's Manager, to pursue agreements to sell up to 18,000 acre-feet of its first three years of banked water to others.

**NOW, THEREFORE, WOODBRIDGE IRRIGATION DISTRICT AND
THE CITY OF LODI AGREE AS FOLLOWS:**

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3. District shall not be obligated to approve any sales that impose or potentially impose any conditions upon District's water rights or requirements upon District that are unsatisfactory to District.

4. City agrees that the City's proceeds of any such sale shall be used solely for the planning, design and/or construction of its planned treatment plant facilities or to reimburse other City funds used for such purposes.

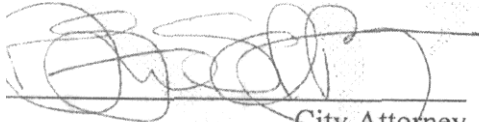
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nothing herein shall be construed to indicate that District will authorize or consent to any future sale of such water.

7 The recitals herein are general background descriptions, but each and every provision in the prior 2003 Agreement and the 2008 First Amendment to Agreement between the parties, remains in full force and effect according to their terms, except as herein expressly modified.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the *day* and year above set forth.

Attest:	WOODBIDGE IRRIGATION DISTRICT
_____	By _____
Anders Christensen, Secretary	William Stokes, President
Attest:	CITY OF LODI, A MUNICIPAL CORPORATION
_____	_____
, City Clerk	, Mayor
APPROVED AS TO FORM:	
 _____ , City Attorney	

2.13.09